

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

)	
BRUCE WARREN and)	
BRENT F. VULLINGS)	
)	Case No.
Plaintiffs)	
)	
vs.)	
)	COMPLAINT
WACHOVIA BANK, N.A.)	
A DIVISION OF)	
WELLS FARGO BANK, N.A.)	JURY TRIAL DEMANDED
)	
Defendant)	
)	

COMPLAINT

COMES NOW, Plaintiffs, Bruce Warren and Brent F. Vullings complaining of Defendant, and respectfully avers as follows:

I. INTRODUCTORY STATEMENT

1. Plaintiffs, Bruce Warren and Brent F. Vullings, are adult natural persons and bring this action for statutory damages and other relief against Defendant, Wachovia Bank, N.A., A Division of Wells Fargo Bank, N.A. for violations of the Mortgage Satisfaction Act, 21 P.S. § 721 et. seq.

II. JURISDICTION

2. Jurisdiction of this Court arises under 28 U.S.C. § 1332.

3. Venue in this District is proper in that the Plaintiff, Brent F. Vullings resides in this District, the mortgage at issue in this matter was executed and recorded in this district and the property for which the mortgage was a security instrument against is located in this district.

III. PARTIES

4. Plaintiff, Bruce Warren, is an adult natural person and a citizen of the State of New Jersey. Plaintiff Warren currently resides in Cherry Hill, NJ 08003.

5. Plaintiff, Brent F. Vullings, is an adult natural person and a citizen of the Commonwealth of Pennsylvania. Plaintiff Vullings currently resides in Skippack Township, Montgomery County, PA 19426.

6. Defendant, Wachovia Bank, N.A., a division of Wells Fargo Bank, N.A., at all times relevant hereto, is and was a registered Corporation, incorporated in the State of Delaware, with their principal place of business located at One Wachovia Center, South College Street, Suite 4000, Charlotte, North Carolina, 28288-0013.

IV. FACTUAL ALLEGATIONS

7. Upon information and belief, for the purposes of the loan agreement which is the subject of this Complaint, Wachovia Bank, N.A. was acquired by Wells Fargo Bank, N.A. on December 31, 2008.

8. On or about November 27, 2007, Wachovia Bank, N.A. loaned \$200,000.00 to Plaintiffs, Bruce Warren and Brent F. Vullings, which loan was secured

by an Open-End Mortgage encumbering property owned by Plaintiffs located at 1603 Rhawn Street, Philadelphia, PA 19111 (hereinafter the "Property"), in which loan was secured by a mortgage and promissory note in the amount of \$200,000.00. A true and correct copy of the Mortgage is attached hereto, made a part hereof and marked as Exhibit "A".

9. On or about November 22, 2010, Wachovia Bank, N.A., a division of Wells Fargo Bank, N.A., issued a payoff letter providing that the total due to payoff the mortgage loan was \$170,411.32 valid thru November 30, 2010 with a per diem interest of \$16.51309. A true and correct copy of the November 22, 2010 Payoff Letter is attached hereto, made a part hereof and marked as Exhibit "B".

10. On or about November 30, 2010, the Plaintiffs sold the Property and made settlement for same.

11. The settlement of the property was conducted by Mutual Abstract Company wherein a HUD1 Settlement Statement was prepared and included a payoff of the subject loan in the amount of \$170,427.84 which included one (1) day of per diem interest equaling \$16.52. A true and correct copy of the HUD1 Settlement Statement is attached hereto, made a part hereof and marked as Exhibit "C".

12. The payoff funds were received by the Defendant on December 1, 2010.

13. On or about March 10, 2011, the Plaintiffs sent a certified return receipt requested letter along with supporting documentation to the Defendant requesting the Mortgage to be satisfied. A true and correct copy of the March 10, 2011 Letter and signed return receipt card are attached hereto, made a part hereof and marked as Exhibit "D".

14. Notwithstanding Plaintiffs' payment in full of the loan on December 1, 2010 as set forth in the Defendant's payoff letter, to date, the Defendant has never responded or contacted the Plaintiffs whatsoever and has failed and refused to satisfy the mortgage upon the Property.

15. More than sixty (60) days have elapsed since the time Plaintiffs' provided notice pursuant to the Mortgage Satisfaction Act 21 P.S. § 721 et. seq., to the Defendant yet the Defendant continues to fail and refuse to satisfy its mortgage on the Property.

16. The Defendants knew or should have known that their actions violated the Mortgage Satisfaction Act. Additionally, the Defendant could have taken the steps necessary to bring its and its agent's actions within compliance of the Mortgage Satisfaction Act, but neglected to do so to insure compliance with the law.

COUNT I
PLAINTIFFS BRUCE WARREN AND BRENT F. VULLINGS v. WACHOVIA
BANK, N.A., A DIVISION OF WELLS FARGO BANK, N.A.
VIOLATION OF THE MORTGAGE SATISFACTION ACT
(21 P.S. § 721 et seq.)

17. Plaintiff repeats, re-alleges and incorporates by reference the foregoing paragraphs.

18. Pursuant to the Mortgage Satisfaction Act 21 P.S. § 721-6(d), Defendant's failure and refusal to satisfy the mortgage on the Property described above constitutes a violation of the Mortgage Satisfaction Act.

19. Pursuant to the Mortgage Satisfaction Act 21 P.S. § 721-6(d), Plaintiffs are entitled to damages as a direct and approximate result of the Defendant's violation of the Mortgage Satisfaction Act 21 P.S. § 721 et. seq., including but not limited to, the

amount of the original mortgage loan along with attorney's fee and costs of suit incurred in prosecuting this action.

20. Plaintiffs are further entitled to an Order directing the Defendant to satisfy its Mortgage on the Property.

WHEREFORE, Plaintiffs hereby demand judgment in their favor and against Defendant in the amount of the original mortgage loan, \$200,000.00, along with attorney's fees and costs.

V. JURY DEMAND

Plaintiffs hereby demand a jury trial as to all issues herein.

Respectfully submitted,

WARREN & VULLINGS, LLP

Date: June 8, 2011

BY: /s/ Brent F. Vullings bf8435

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